Office of Elder Services

Request for Proposals #1205002

Homemaker Services

December 2005

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Section 1. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to select one or more agencies to provide homemaker services for adults and elderly consumers throughout the state, for a twelve-month period beginning July 1, 2006. Future agreements will be renewable for four one-year periods, from July through June.

Respondents may propose to serve one, or any combination of, service areas (see Table 1), up to and including all five service areas; however, a separate proposal has to be submitted for each area that a respondent proposes to serve. Preference will be given to proposals that serve more than one service area. (See evaluation criteria in section 2.) If, as a result of the RFP process, a provider cannot be selected to serve part of the state, the Office reserves the right to reissue the RFP for a particular region, or for the entire state.

Table 1

	OES Homemaker Service Areas	Avg. Number of Consumers Per Month	Maximum Funding Level For 12-month Period
1	York, Cumberland, Sagadahoc	337	$514,439
2	Androscoggin, Oxford, Franklin	196	$299,640
3	Kennebec, Somerset, Knox, Lincoln, Waldo	417	$637,512
4	Penobscot, Piscataquis, Hancock	300	$458,640
5	Aroostook, Washington	384	$587,064
	Total	1,634	$2,497,295

In future, the selected provider(s) should be prepared for an additional 100-150 consumers statewide, with additional funding at the same rate, as the merger of consumers from the OES Independent Housing with Services Program into the OES Homemaker Services program is finalized.

Proposals should detail the average unit rate for the individual service area (both on Rider F Budget Form 6 and in narrative) and also give the methodology for determining the average rate.

(A) Background.

The OES Administered Homemaker Services is a state funded program to assist individuals with household or incidental personal care activities to improve or maintain adequate well-being. These services may be provided for reasons of illness, disability, absence of a caregiver, or to prevent adult abuse or neglect. State homemaker funds shall be used to purchase only the covered services that will foster restoration of independence, consistent with the consumer's circumstances and the authorized plan of care. Major service components include homemaker services, chore services, home maintenance services, incidental assistance with personal hygiene and dressing, and household management services.

Consumers include people age 18 and older who meet the eligibility criteria in Section 69 of the Office of Elder Services (OES) Policy Manual (See Appendix B) or are Adult Protective Services (APS) clients. Priority must be given to serve OES APS clients when called upon. Approximately 1,750 consumers, including transferred consumers from IHSP, statewide need to be served through OES homemaker services. OES will eliminate the responsibility for completion of the MED assessments by the Homemaker Agencies as of July 1, 2005. The MED assessment will be completed by the Department's authorized agent and forwarded to the homemaker agency. Currently GHS Data Management, Inc. is the Department's Authorized assessing services agency (ASA). This change requires a revision in Section 69 rules to be completed by OES.

(B) Selected Vendors.

If one or more new providers are selected as a result of this RFP, OES will provide training within 30 days of the effective date of the agreement(s) regarding OES homemaker policies and an overview of the long-term care system.

The selected vendor will be responsible for providing services to meet the requirements identified in this RFP, and will be held accountable for meeting these requirements. Proposals must conform to the mandatory requirements of the RFP. No payment will be made under the resulting agreement until approved by the Department.

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Bidders are expected to carefully examine all documentation and requirements stipulated in this RFP and respond to each requirement in their proposals in the format prescribed.

(C) Deviations from the RFP.

The requirements appearing in this RFP shall become a part of the terms and conditions of the Agreement. Any deviations from the RFP must have been

specifically defined by the Vendor in its proposal, which if accepted by the State, must become part of the Agreement, but such deviations must not be in conflict with the basic nature of this offer. Such exceptions must be noted on BLUE paper attached to the Transmittal Letter. While the Department is very interested in the "best" solution that meets all its requirements, bidders should only take exceptions with due care since any exceptions deemed unacceptable by the Department may be grounds for eliminating or reducing the score of the bidder's proposal. If the awarded bidder's proposal includes any exceptions, the award itself will in no way indicate to the awarded bidder whether the exceptions, individually or collectively, are negotiable or non-negotiable.

(D) Acquiring Office And Project Management

The Department of Health and Human Services is the acquiring office. The Project Manager for this effort is:

John Baillargeon	Voice: (207) 287-9200 or 1-800-262-2232
DHHS/OES	TTY: 1-888-720-1925
442 Civic Center Drive	FAX: (207) 287-9229
11 State House Station	E-mail: john.baillargeon@state.me.us
Augusta, ME 04333-0011	

(E) Summary Of Key Events

The State reserves the right to adjust any of these dates. If the dates are adjusted, all bidders who have received a copy of the RFP from the Project Manager will be notified in writing.

Activity	Date
1. Request for Proposals Issued	December 18, 19, 20 2005
2. Informational Meeting/Bidder's Conference	December 28, 2005
3. Deadline for Written Questions	January 6, 2006
4. Response to Written Questions	January 13, 2006
5. Deadline for Filing Letter of Intent to Bid	January 30, 2006
6. OES Notifies Qualified Bidders	February 3, 2006
5. Proposal Due Date	March 3, 2006 @ 2:00 p.m. local time

Section 2. GENERAL PROCEDURES AND INSTRUCTIONS

This section contains solicitation procedures, general proposal format information and submission instructions.

(A) Type Of Agreement

Agreements with the selected bidder(s) will be settled based on actual units of service provided. Agreements written with the selected bidders will specify the number of consumers to be served and the projected number of units to be provided.

In addition to the provisions of this RFP and the winning proposal, which will be incorporated in the resulting agreement, any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the resulting agreement will be included.

The Department reserves the right to make an agreement award without any further discussion with the bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available from a price and technical standpoint. The Department, however, reserves the right to conduct discussions with all responsible bidders who submit proposals determined to be reasonably likely of being selected for award.

(B) Ineligible Bidders

Any vendor or subvendor involved in the preparation of this RFP and/or involved in the evaluation of proposals will not be permitted to be selected to perform any tasks resulting from this RFP.

(C) Communications With State Staff

From the date of issue of this RFP and until a determination is made and announced regarding the selection of a vendor, all contact except those made pursuant to any pre-existing obligation, with personnel employed or contracted to the State of Maine must be approved in writing by the Project Manager. The only exceptions to these restrictions are:

- State personnel involved in oral presentations or personnel interviews (Department option).

Violation of this provision may result in disqualification of the bidder's proposal. Bidders are advised that only the Project Manager can clarify issues or render any opinion regarding the RFP. No individual member of the Department, employee of the State or member of the selection committee is empowered to make binding statements regarding this RFP.

The Project Manager will issue any clarifications regarding the RFP in writing.

(D) Written Questions And Answers

Questions regarding the meaning of any RFP provision must be submitted in writing to the Project Manager, in an envelope clearly marked "OES Homemaker Services, RFP #1205002 Procurement Questions". Questions may be transmitted by FAX but must include a cover sheet clearly indicating that the transmission is to the attention of the Project Manager showing the number of pages transmitted, and be clearly marked "OES Homemaker Services, RFP #1205002, Procurement Questions". Questions may also be sent via e-mail to the Project Manager. The Department assumes no liability for assuring accurate/complete FAX or e-mail transmission/receipt and will not acknowledge receipt except by addressing the questions received.

Under no circumstances will questions asked in other than written form be entertained.

The Department will respond in writing to all substantive questions received. Only those answers received in writing will be considered binding. Any information given to bidders concerning the RFP including written questions and answers will be furnished in writing to all bidders who have received a copy of the RFP from the Project Manager.

(E) Oral Presentation

At the Department's option, oral presentations by bidders may be requested for the purpose of explaining or clarifying characteristics or significant elements related to the proposals. Bidders will not be allowed to alter or amend their proposals through the presentation process. Bidders will not be permitted to attend competitor oral presentations. The Department reserves the right to require and conduct oral presentations with bidders who submit proposals determined to be reasonably likely of being selected for award.

(F) Personnel Interviews

At the Department's option, key personnel proposed by bidders may be requested to participate in a structured interview to determine their understanding of the service requirements, their authority and reporting relationship within the firm, management style, and any other relevant information. Bidders will not be allowed to alter or amend their proposals through the interview process, nor will they be permitted to attend competitor interviews.

(G) Disclosure of Data

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the Request for Proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals that a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

(H) Cost of Proposal Preparation

The entire cost for the preparation and submission of a proposal, and the attendance at any oral presentation, or personnel interviews will be borne by the bidder.

(I) Proposals

Following is a description of the proposal submission requirements.

(1) Submission of Proposals

To facilitate the proposal evaluation process, one (1) original and five (5) duplicate paper copies (total of 6), plus one electronic copy of the entire proposal must be delivered by:

2:00 p.m. local time on March 3, 2006

To:

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, ME 04333-0009

The proposal must be submitted in accordance with the instructions identified below.

Proposals that arrive late or at a location other than that noted above will be rejected.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, and completeness and clarity of content. Elaborate proposals are neither necessary nor desirable. If the bidder's proposal is presented in a fashion that makes evaluation difficult or overly time-consuming, it is likely that points will be sacrificed in the evaluation process.

The proposal must be bound on standard 8 ½" by 11" paper, except that charts, diagrams, and the like, which may be on foldouts which, when folded fit into the 8 ½" x 11" format. All pages must be consecutively numbered, starting with page 1. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The proposal must also be delivered electronically in MS WORD format on either a 3.5" floppy diskette or CD. The Budget, Rider F of the agreement, must be submitted in MS EXCEL format.

A package containing the one (1) original and five (5) duplicate paper copies **(total of 6),** plus one electronic copy of the proposal must be delivered by the date and time to the Division of Purchases at the address given in Section 2(I)(1). The electronic copy (floppy disk or CD) must be included with the original proposal. The face of the package, whether mailed or hand delivered must bear the following legend, "OES Homemaker Services, RFP #1205002 -- Confidential -- Open by Addressee Only"

An official authorized to legally bind the bidder must sign the proposal. The original copy of the proposal (original signature(s) required) will be marked "Original".

(2) Rejection of Proposals

The Department reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of the Department's official file.

(3) Revision of Proposals

The Department reserves the right to amend the RFP prior to the proposal due date. All bidders who received a copy of the RFP from the Project Manager will be notified in writing of any amendments to the RFP a minimum of seven (7) days prior to the due date. Should an amendment be issued with fewer than seven (7) days remaining prior to the date, the due date will be extended. The Department will not be responsible for any additional costs incurred as a result of any such changes in the RFP.

(4) Proposal Evaluation

The Department will evaluate the proposals in accordance with the criteria set forth in item (L) below.

(J) Rights of State Government

This RFP does not commit the Department to award an agreement, or pay any cost incurred in the preparation of a proposal for this RFP. The Department reserves the right to reject all proposals, and at its discretion may cancel or amend this RFP at any time.

By submitting a proposal in response to this RFP, the bidder grants to the Department the right to contact or arrange a visit in person with any or all of the bidder's clients.

(K) Notification of Bidder Selection

ALL BIDDERS WILL BE NOTIFIED IN WRITING AFTER THE SELECTION OF A SUCCESSFUL BIDDER.

(L) Evaluation of proposals and agreement award

The Department will select the successful bidder through a formal evaluation process, as outlined in this section. Consideration will be given to capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or interviews if required, and verified by information from reference sources contacted by the Department. The Department reserves the right to contact individuals, entities or organizations who have had recent dealings with the firm or staff proposed whether they are identified as references or not.

The proposal evaluation will consist of nine (9) areas totaling one hundred (100) points. The available points will be distributed as follows:

	Review Criteria	Possible Points
(a)	Proposal includes all information and forms specified in section 3, A to M.	5
(b)	How well respondent addresses all items in section 3, A to M. Points may be deducted for deviations from RFP requirements.	20
(c)	Respondent's description of qualifications and capacity to meet the scope of work are clear and credible.	10
(d)	Proposed quality assurance standards and measures reflect a commitment to quality service. Proposed policies and timeframes for responding to calls from consumers, families, providers, and the Office reflect quality consumer service.	7.5
(e)	Proposed staffing, technical, and administrative structure assure	10

	sufficient management support for the program.	
(f)	Demonstrated plan to maximize the self-directed option.	10
(g)	Half point for each service area bidder proposes to serve.	2.5
(h)	Does the budget reflect all the costs of the work proposed?	10
(i)	Unit Cost (UC): Lowest UC/UC of respondent X 25 =	25
	Total Score	**100**

(M) Evaluation factors and award points

Each member of the evaluation committee will evaluate the proposal responses. The selection of a vendor will be based on considerations from all phases of the evaluation process. Where items do not lend themselves to a strict numerical evaluation, a subjective rating based on the collective opinion and experience of the selection committee will be used.

During the evaluation, the evaluation and selection committee reserves the right to hold discussions with bidders to obtain clarification of pertinent items in their proposals. Any such discussion may only address services offered in the bidder's proposal; the offering may not be changed or altered. These discussions will be in accordance with applicable State procurement procedures. However, the State reserves the right to make an award without further support of the proposal received. Therefore, it is important that each proposal be submitted in the most favorable manner possible

(N) Additional Presentations/Interviews

At the Department's option, top-scoring bidders may be requested to participate in oral presentations and personnel interviews as detailed in section 2, items (E) Oral Presentations and (F) Personnel Interviews of this RFP. Following presentations and/or interviews, scores may be adjusted on the basis of information presented in these forums.

(O) Agreement Award

The Department's evaluation will result in the selection of a proposal which, taken as a whole, is best value to the Department. After analysis, evaluation and validation of bidder responses, the Department will notify all bidders in writing concerning their selection. The Department may require the selected bidder to participate in agreement negotiations and to submit such price, technical or other revisions to their proposal as may result from negotiations. Upon resolution of the final negotiations, the Department will prepare a final agreement and award. If for any reason the Department is unable to obtain an acceptable agreement with the selected bidder, the selected bidder will be disqualified. In this event, the

Department may then proceed to negotiate a agreement with bidder of the next highest rated proposal, or may cancel negotiations entirely at the Department's discretion.

It is to be understood by all parties that the negotiated agreement will be made in the best possible interest of the State and that the award decision will be final. The RFP and the proposal of the successful bidder will, at the Department's option, be incorporated into and form the basis of a legal agreement. The agreement will also include the provisions set forth in the standard State agreement (sample copy attached in Appendix A) as well as any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the agreement.

(P) Required Agreement Provisions

There are certain requirements, established by the State, with respect to proposals submitted in response to this RFP. The words "shall", "must", and "will" (except when used to denote futurity) will be considered as indicative of a requirement in this RFP. Such requirements are to be considered as material to this procurement and may only be waived, in advance of submission of the proposal, by the Project Manager.

(Q) Financial Capacity and Stability

Evidence of adequate financial capacity and stability is a prerequisite to the award of a agreement. Bidders must include in their Executive Summary financial documentation to establish their financial stability. This documentation must be submitted in accordance with the requirements of Section 3 of this RFP. The Department reserves the right to request any additional information to assure itself of a bidder's financial status.

(R) Term

This agreement for services is for twelve months with an option to renew on an annual basis for up to four additional years. At the end of any agreement year, at the Department's option, the agreement may be extended to include transition support.

Section 3. PROPOSAL SECTIONS AND SUBMISSION REQUIREMENTS

This section describes the requirements that must be met by bidders in preparing the Proposal. The Proposal will consist of thirteen (13) sections as described below in items A through M.

The Proposal must be submitted according to the instructions set forth in Sections 2 and 3 of this RFP.

(A) Transmittal Letter

Proposals must be accompanied by a letter of transmittal written on the bidder's official business stationery and signed by an official authorized to legally bind the bidder. This Transmittal Letter must include the following:

(1) The OES Homemaker Service Area for which the respondent is submitting this proposal (see section 1, table 1);
(2) An itemization of all materials and enclosures submitted in response to the RFP;
(3) The bidder's Federal Tax Identification Number;
(4) The name, telephone number, fax number, and email address of the bidder's representative who may be contacted for all agreement matters;
(5) A statement that the bidder believes the proposed products and services meet all the requirements set forth in the RFP;
(6) An unequivocal statement which acknowledges and agrees to all of the rights of the State including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP;
(7) An unequivocal statement of the bidder's willingness to enter into an agreement with the State which includes the terms and conditions included in the sample agreement in Appendix A;
(8) A statement that the person signing this proposal is authorized to make decisions as to the prices quoted and that (s)he has not participated, and will not participate, in any action contrary to the RFP;
(9) A statement that all pricing is in US dollars, and that all budget forms in Rider F of the standard agreement have been completed and enclosed;
(10) A statement that any element of recurring or non-recurring cost that must be borne by the State has been identified and included in the bidder's proposal. This includes but is not limited to, hardware, software, maintenance, cabling, demonstration, consultation,

shipping charges, installation costs, testing, manufacturer supplied programs, third-party software, licensing and systems support;

(11) If the use of subvendor(s) is proposed, a statement from each subvendor shall be appended to the transmittal letter and signed by an individual authorized to legally bind the subvendor stating:
   (a) The scope and percentage of work to be performed by the subvendor (measured as a percentage of total contract price), and
   (b) The subvendor's capability and willingness to perform the work indicated;

(12) A statement that the proposal was developed without collusion;

(13) The bidder's assurance that the proposal will remain in full force and effect for at least ninety (90) days from the proposal due date specified in the RFP transmittal letter;

(14) A statement that the bidder agrees to participate in key personnel interview(s) and/or oral presentations(s), if opted by the Department;

(15) A statement that the proposed services and products provided will be compatible with the State standards for desktop software, e-mail, and networking.

The bidder may include other topics in the letter deemed appropriate.

(B) Executive Summary

The Executive Summary will condense and highlight the contents of the Proposal to provide the selection committee with a broad understanding of the bidder's proposal. This will be a concise overview summarizing the bidder's commitment to performing the agreement. The Executive Summary will include highlights of the following:

- Proposal overview
- Qualifications of key personnel
- Significant features of the bidder's approach to fulfilling the requirements
- Previous relevant experience
- Financial capacity and stability
- Training and implementation of services

Bidders should present their understanding of the problems being addressed by this RFP, the objectives and the intended results. Bidders should describe their understanding of the products and services as requested by the Department of Health and Human Services. Bidders should summarize how their proposal meets the requirements of this RFP and why the bidder is best qualified to perform the work required.

(C) Vendor Qualifications

The Vendor Qualifications section of the Proposal must consist of the following subsections:

(1) Bidder Identification and Information

In response to this section of the RFP, bidders will:

(a) State the organization's full company or corporate name and give the address of the organization's headquarters office

(b) Specify how the entity is organized (proprietorship, partnership, corporation)

(c) Specify the State in which the bidder is incorporated or otherwise organized to do business

(d) Specify the year in which the bidder was first organized to do business, and whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change), and any name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the bidder, and the response should be formulated to provide that information as appropriate to the bidder's business circumstances

(e) Provide the Employer Identification Number.

(f) Describe significant changes, if any, in the organization which occurred during the current fiscal year or which are planned for the upcoming period.

(2) Change in Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

(3) Office Location

State the address of the bidder's office location responsible for performance under the resulting agreements with the State of Maine in the event the bidder becomes the selected vendor.

(4) Relationships with the State

In this section, the bidder shall describe any relationships it, or its subvendors, may have or have had with the State over the last twenty-four (24) months. If no such relationship exists, the bidder must so declare.

(a) Prior and Existing Agreements. If the bidder, or its predecessor, or any subvendor in the bidder's proposal has contracted with the State, identify the agreement number and/or any other information available to identify such agreement(s). If no such agreements exist, so declare.

(b) Bidder's Employee Relations to State. If any party named in the proposal is or was an employee of the State of Maine within the past twelve (12) months, identify the individual(s) by name, Social Security Number, State agency by which employed, job title or position held with the State, and separation date. If no such relationship exists, so declare.

(5) Agreement Performance

If the bidder or any proposed subvendor has had a agreement terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the bidder's nonperformance or poor performance.

Bidders must submit full details of all terminations for default experienced by the bidder during the past three (3) years, including the other party's name, address and telephone number. The response to this subsection must present the bidder's position on the matter. If no such terminations for default have been experienced in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a agreement terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial agreement provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred in the past three years, so declare.

(6) Bidder's Qualifications and Experience

Bidders shall provide a summary that lists their previous work similar to the services as requested in this RFP, in size, scope and complexity. The summary that lists previous work must be organized under the following sub-sections/sub-headings (or each specific project reference must be divided into the following headings):

(a) The respondent's qualifications and capacity to provide homemaker services as outlined in Section 4, Scope of Work
(b) Any unique reasons why respondent is better able to serve the area(s) proposed to be served
(c) How agency would expand capacity to serve this or other areas if not currently providing services there
(d) Describe the organization's current licensures, accreditations and certifications. (Provide copies of relevant paperwork)
(e) Availability of qualified and experienced personnel, the availability of adequate facilities, general environment, and resources for the proposed services
(f) Information management systems
(g) Adequacy of plans for the administration of the program

Bidders will also provide narrative descriptions to highlight the similarities between their experience and the services requested in this RFP. Bidder and subvendor experience will be listed separately. Bidders will identify projects on which they gained experience in products and services specified in this RFP.

If the bidder intends to subcontract any part of the bidder's performance hereunder, state the total percentage of work to be subcontracted (measured as a percentage of total agreement price), and identify each subvendor by name, address, and telephone number.

If the use of subvendor(s) is proposed, a statement from each subvendor shall be appended to the Transmittal Letter and signed by an individual authorized to legally bind the subvendor stating:

a. The scope and percentage of work to be performed by the subvendor (measured as a percentage of total agreement price), and
b. The subvendor's capability and willingness to perform the work indicated.

(7) Staff Qualifications

Bidders will provide a summary of relevant experience of the proposed staff who will perform each of the major tasks areas described in this RFP. (Refer to Section 4, Scope of Work)

The bidder will provide a narrative description of the experience each key staff member has in the areas relevant to this procurement and a current resume.

The current resume shall include the present position that the individual holds within the organization. If the identity of an

individual is not known, a job description of the position is required. The State, in addition to assessing experience, will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carryout the requirements of this RFP.

Bidder and subvendor staff experience must be shown separately.

(8) References

References will add to the substantiation that the bidder possesses the resources and understanding of the skills sufficient to carry out the requirements of this RFP.

(D) Organizational Chart

Include an organizational chart of the entire agency, indicating how the homemaker program fits into the larger organization.

(E) Homemaker Service Area

Referring to the OES Homemaker Service Areas listed in Table 1, list each homemaker service area for which you are submitting a proposal.

(F) Activities and Methods for Implementation

Describe the activities and methods to be used to implement, administer, and provide all of the activities and services specified in Section 4, Scope of Work, of this RFP.

(G) Training

Describe the training to be provided to staff, both initial and ongoing, and provide any applicable training schedules.

(H) Labor Shortage and Staff Retention

Explain how the respondent plans to deal with the labor shortage, as well as staff retention difficulties.

(I) Responding to Calls

Provide proposed policies and timeframes to be used for responding to calls from consumers, families, providers, and the Office of Elder Services.

(J) Quality Assurance Performance Standards and Measures.

List quality assurance performance standards and measures to be used for program evaluation.

(K) Problem Resolution and Tracking

How the respondent will approach problem identification, tracking and resolution? How will corrective action be taken in situations where

performance and/or quality of work does not meet the RFP, agreement, and policy requirements?

(L) Transitioning Consumers and Providers

Provide a plan for transitioning consumers and providers, the timeframe, and related costs, if respondent is not the current vendor for homemaker services.

(M) Costs and Billing

The Rider F Budget Forms must comply with the requirements presented in this section. The Department reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any cost proposal where the cost component shows significant and unsupported deviation from the bidder's proposal, industry norms or in areas where detailed pricing is required. Bidders should be particularly diligent in assuring cost components match proposal solutions, as proposals will be scored on costs as they are submitted at the time of the proposal submission.

The Rider F Budget Forms required that must be submitted with the cost section are contained in Appendix B. The Rider F is the last rider of the sample agreement. Bidders may prepare their own forms for submission, but must conform to the format of the forms contained in Appendix A. All budget forms are mandatory. If not submitted, bidder's proposal may be rejected. Vendors are required to submit the cost proposal budget forms in both hard copy and electronically. The electronic format will be completed using Microsoft Excel on a 3 ½-inch high density diskette or CD.

(1) Bid Price and Supporting Detail

The component costs of the bid for providing goods and services, set forth in this RFP, must be provided by completing and submitting the forms provided in Appendix B of this RFP.

Bidders are advised that submission of information in support of the budget is strongly preferred by the Department to the extent that such information will assist in evaluating the reasonableness and rationale supporting the costs.

(2) Billing

OES will reimburse funds to the vendor monthly on a $1/12^{th}$ basis. The vendor will submit monthly reports of the consumers served by name and the number of units of service provided to each consumer.

Section 4. SCOPE OF WORK

The selected agency(ies), hereinafter referred to as the homemaker agency(ies), will function as the authorized agent(s) for the Department in providing the services, pursuant to OES Policy. The activities to be provided by the homemaker agency(ies) will include the following:

(A) The Homemaker Agency shall implement and coordinate services authorized on the careplan summary by the assessing services agency. In order for reimbursement of services to continue uninterrupted beyond the approved classification period, a reassessment and prior authorization of services is required. The Homemaker agency must refer consumers at least 14 days prior to the reassessment due date to the assessing services agency for redetermination of eligibility as required each year. Covered service elements include:

(1) Routine household care, including sweeping, washing and vacuuming of floors, dusting, cleaning of plumbing fixtures (toilet, tub, sink), appliance care, changing of linens, refuse removal;
(2) Doing laundry within the residence or outside the home, including washing and drying of clothing and household linens such as sheets, towels, blankets, etc.;
(3) Meal planning/preparation;
(4) Shopping, errands, and storage of purchased groceries;
(5) Chore services including, but not limited to occasional heavy-duty cleaning, raising and lowering of combination screen/storm windows, repairs and similar minor tasks to eliminate safety hazards in the environment;
(6) Incidental personal hygiene, defined as how the person maintains personal hygiene, including combing hair, brushing teeth, shaving, applying makeup, and washing/drying back and feet.
(7) Incidental help with dressing that includes how the person puts on, fastens, and takes off all items of clothing;
(8) Transportation services necessary to perform covered services described in a beneficiary's plan of care, such as medical appointments. Reimbursement shall only be made for mileage in excess of ten (10) miles per single trip on a one way trip. Any individual providing transportation must hold valid State of Maine driver's license for the type of vehicle being operated. All providers of transportation services shall maintain adequate liability insurance coverage for the type of vehicle being operated.

Each OES Homemaker recipient may receive as many covered services as are required up to the maximum of ten (10) hours per month.

(B) When cognitive capacity to self direct has been documented on the assessment, as provided for in policy, assist consumers and inform them or their surrogates of this option to arrange for and manage their own services.

(C) For self-directed consumers, the homemaker agency will:

(1) Provide instruction to consumer or surrogate on the skills needed to hire, train, and schedule, supervise, and document the provision of services identified in the authorized plan of care,
(2) Establish a monthly cost limit based on the ASA authorized plan of care,
(3) Explain the payment method used in the self-direction option to the consumer or surrogate
(4) Reimburse the consumer monthly an amount that is not more than the actual cost of services provided, up to the cap established in the authorized plan of care, less any applicable consumer co-payment
(5) Provide face-to-face supervision every six months
(6) Provide the consumer with information, about the Long-term Care Ombudsman program, and Adult Protective Services.

(D) Establish and manage a waiting list when funding or staff are not available. The Homemaker Agency(ies) will maintain one waiting list for the counties they are authorized to serve. Waiting list must be reviewed and updated monthly.

(E) While the assessor will inform the consumer of the estimated co-payment and cost of services authorized and the availability of a waiver, the provider will determine consumer payment according to OES Policy, and inform consumers of their required payment towards the cost of services and that waivers of all or part of the assessed payment may be requested.
(1) Collect the required consumer payment.
(2) Grant waivers of consumer payment according to OES Policy.

(F) Establish and maintain a record for each consumer that includes at least:

(1) The consumer's name, address, mailing address if different, and telephone number;
(2) The name, address, and telephone number of someone to contact in an emergency;
(3) Completed medical eligibility determination form from ASA and reassessments that include the date they were done and the signature of the person who did them, and financial assessments completed by the Homemaking agency;
(4) Ensures that services are consistent with the careplan summary from the ASA. The service plan includes:
a. Evidence of the consumer's participation;
b. Who will provide what service, when and how often, the reason for the service and when it will begin and end;
c. The signature of the person who determined eligibility and authorized a plan of care.

(5) A dated release of information signed by the consumer that conforms with applicable law, is renewed annually and that:
   a. Is in language the consumer can understand;
   b. Names the agency or person authorized to disclose information;
   c. Describes the information that may be disclosed;
   d. Names the person or agency to whom information may be disclosed;
   e. Describes the purpose for which information may be disclosed; and
   f. Shows the date the release will expire.

(6) Documentation that consumers eligible to apply for a waiver for consumer payments, were notified that a waiver may be available;

(7) Written progress notes that summarize any contacts made with or about the consumer and:
   a. The date the contact was made;
   b. The name and affiliation of the person(s) contacted or discussed the service plan includes;
   c. Any changes needed and the reasons for the changes in the plan of care;
   d. The results of contacts or meetings; and
   e. The signature and title of the person making the note and the date the entry was made.

(F) Prepare and submit the following reports to, and in a format approved by, the OES:

(1) Monthly service and consumer reports by county including admissions, discharges and active client lists, indicating whether APS, Non-APS, Voucher APS, Voucher Non-APS, due no later than twenty days after the end of the month;

(2) Monthly report listing consumers on waiting list by county;

(3) Quarterly fiscal reports, due no later than twenty days after the end of the month;

(4) Other reports as specified in the Department's contract with the authorized Homemaker Agent or as requested by the Department.

Data for any subcontractors must be included with the provider agency report so that only one combined report is submitted.

(G) The Homemaker Agency shall:

(1) Employ staff qualified by training and/or experience to perform assigned tasks and meet the applicable policy requirements.

(2) Comply with requirements of 22 M.R.S.A. §§3471 et seq. and 22 M.R.S.A. §4011-4017 to report any suspicion of abuse or neglect.

(3) Operate and manage the program in accordance with all requirements established by rule or agreement.

(4) Have sufficient financial resources, other than State funds, available to cover any Homemaker expenditures that are disallowed as part of the Office of Elder Services utilization review process.

(5) Inform in writing any consumer with an unresolved complaint regarding their services about how to contact the Long Term Care Ombudsman.

(6) Assure that costs to homemaker services provided to a consumer in a twelve month period do not exceed the applicable annual number of hours established by the Office of Elder Services.

(7) Implement an internal system to assure the quality and appropriateness of homemaker services including, but not limited to the following:
   a. Consumer satisfaction surveys;
   b. Documentation of all complaints, by any party, including any action taken and resolution;
   c. Measures taken by the Authorized Homemaker Agent to improve services as identified in (a) and (b).

(9) Contact each consumer quarterly to verify receipt of services, discuss consumer's status, review any unmet needs and provide appropriate follow-up and referral to community resources.

APPENDIX A
Definitions

DEFINITIONS

The following terms and abbreviations are defined as used herein.

Activities of Daily Living. (ADLs)
ADLs shall only include the following as defined in Office of Elder Services (OES) Policy, Section 69.02 (B) (2): personal hygiene and dressing.

ADA — Americans with Disabilities Act.

Agency — Agency may represent a State department, agency, office, board, commission or quasi-independent agency, board or commission, authority or institution.

Agreement — The resulting Agreement between the Department of Health and Human Services and the successful bidder.

Authorized Agent
Authorized Agent means an organization authorized by the Department to perform functions under a valid contract or other approved, signed agreement.

Assessing Services Agency
Assessing Services Agency means an organization authorized through a written contract with Office of Elder Services to conduct face-to-face assessments, using the Department's Medical Eligibility Determination (MED) form, and the timeframes and definitions contained therein, to determine medical eligibility for MaineCare and state-funded covered services. Based upon a recipient's assessment outcome scores recorded in the MED form, the Assessing Services Agency is responsible for authorizing a plan of care, which shall specify all services to be provided under this Section, including the number of hours for services, and the provider types. The Assessing Services Agency is the Department's Authorized Agent for medical eligibility determinations and care plan development, and authorization of covered services under this Section.

Authorized Plan of Care
Authorized Plan of Care means a plan of care which is authorized by the Authorized Agent, or the Department, which shall specify all services to be delivered to a recipient of this program, including the number of hours for all covered services. The plan of care shall be based upon the recipient's assessment outcome scores, and the timeframes contained therein, recorded in the Department's medical eligibility determination (MED) form. The Authorized Agent has the authority to determine and authorize the plan of care. All authorized covered services provided under this Section must be listed in the care plan summary on the MED form.

OES — Office of Elder Services, in the Department of Health and Human Services, State of Maine

Bid/Proposal — The documents submitted by bidders to the Division of Purchases in response to this RFP.

Bidder — Any entity, organization or individual qualified to submit a proposal in response to this RFP.

Care Plan Summary

Care plan summary is the section of the MED form that documents the Authorized Plan of Care and services provided by other public or private program funding sources or support, service category, reason codes, duration, unit code, number of units per month, rate per unit, and total cost per month.

Cognitive capacity

The consumer must have the cognitive capacity, as measured on the MED form, to be able to "self direct" the attendant in the self-directed option outline in Section 69.02 (B) (3). This capability will be determined by the Authorized Agent as part of the eligibility determination using the Medical Eligibility Determination (MED) findings. Minimum MED form scores are (a) decision making skills: a score of 0 or 1; (b) making self understood: a score of 0,1, or 2; (c) ability to understand others: a score of 0,1, or 2; (d) self-performance in managing finances: a score of 0,1,or 2; (e) support in managing finances: a score of 0,1,2, or 3. An applicant not meeting the specific scores will be presumed incapable of hiring, firing, training, and supervising the homemaker under the self-directed plan of care.

Covered Services

Covered services are those services for which payment can be made by the Department, under Section 69 of the Office of Elder Services Policy Manual.

Department (State) Department of Health and Human Services.

Dependent Allowances

Dependents and dependent allowances are defined and determined in agreement with the method used in the MaineCare program. The allowances are changed periodically and cited in the MaineCare Eligibility Manual, Chart II: AFDC-Related Limits. See current allowances on the next page. Dependents are defined as individuals who may be claimed for tax purposes under the Internal Revenue Code and may include a minor or dependent child, dependent parents, or dependent siblings of the consumer or consumer's spouse. A spouse may not be included.

MaineCare Eligibility Manual 10-144 Ch. 332 Charts Chart II: AFDC-Related Limits		
Adults Included		**Adults Not Included**
Unit Size	Full Need	Full Need
1	262	154
2	412	295
3	553	437
4	695	579
5	837	721
6	979	863
7	1120	1005
8	1262	1146

Add $142 to Full Need for each additional person.

DHHS Maine Department of Health and Human Services.

Disability-related expenses

Disability-related expenses are out-of-pocket costs incurred by the consumers for their disability, which are not reimbursed by any third-party sources. They include:
(1) Home access modifications: ramps, tub/shower modifications and accessories,power door openers, show seat/chair, grab bars, door widening, environmental controls;
(2) Communication devices: adaptations to computers, speaker telephone, TTY, Personal Emergency Response systems;
(3) Wheelchair (manual or power) accessories: lab tray, seats and back supports;
(4) Vehicle adaptations: adapted carrier and loading devices, one communication device for emergencies (limited to purchase and installation),adapted equipment for;
(5) Hearing Aids, glasses, adapted visual aids;
(6) Assistive animals (purchase only);
(7) Physician ordered medical services and supplies;
(8) Physician ordered prescription and over the counter drugs; and
(9) Medical insurance premiums, co-pays and deductibles.

Household members

Household members means the consumer and spouse.

Household members'income

Household members' income includes:
(1) Wages from work, including payroll deductions,excluding state and Federal taxes and employer mandated or court ordered withholdings;
(2) Benefits from Social Security, Supplemental Security Insurance, pensions, insurance, independent retirement plans, annuities, and Aid and Attendance;
(3) Adjusted gross income from property and/or business, based on the consumer's most recent Federal income tax; and
(4) Interest and dividends.
(5) Not included are benefits from: the Home Energy Assistance Program, Food Stamps, General Assistance, Property Tax and Rent Refund, emergency assistance programs, or their successors.

Instrumental activities of daily living (IADLs)

For purposes of the eligibility criteria and covered services under this program, IADLS are limited to the following: main meal preparation: preparation or receipt of the main meal; routine housework; grocery shopping and storage of purchased groceries; and laundry either within the residence or at an outside laundry facility.

Limited Assistance

Limited assistance means the individual was highly involved in the activity over the past seven days, or 24 to 48 hours if in a hospital setting, but received and required guided maneuvering of limbs or other non-weight bearing physical assistance three or more times or with weight-bearing support one or two times.

Liquid Asset

Liquid asset is something of value available to the consumer that can be converted to cash in three months or less and includes:
(1) Bank accounts;
(2) Certificates of deposit;
(3) Money market and mutual funds;

(4) Life insurance policies;
(5) Stocks and bonds; and
(6) Lump sum payments and inheritances.
(7) Funds from a home equity conversion mortgage that are in the consumer's possession whether they are cash or have been converted to another form. Funds which are available to the consumer but carry a penalty for early withdrawal will be counted minus the penalty. Exempt from this category are mortuary trusts and lump sum payments received from insurance settlements or annuities or other such assets
named specifically to provide income as a replacement for earned income. The income from these payments will be counted as income.

Medical Eligibility Determination (MED) Form

The MED form (see Appendix C) shall mean the form approved by the Department for medical eligibility determinations and service authorization for the plan of care based upon the assessment outcome scores. The definitions, scoring mechanisms and time-frames relating to this form as defined in Section 69 of the OES Policy Manual (see Appendix B) and provide the basis for services and the care plan authorized by the Authorized Agent. The care plan summary contained in the MED form documents the authorized careplan to be implemented by the homemaker agency. The care plan summary also identifies other services the recipient is receiving, in addition to the authorized services provided under this Section.

MFASIS — Maine Financial And Administrative Statewide Information Systems – These systems include the statewide Accounting, Human Resources/Payroll, Human Resource and Financial Information Warehouses, and current Budget Management systems.

One-person Physical Assist

One-person physical assist requires one person over last seven (7) days or 24-48 hours if in a hospital setting, to provide either weight-bearing or non-weight bearing assistance for an individual who cannot perform the activity independently. This does not include cueing.

Project Manager — Project Manager is the sole point of contact for all bidders, and is responsible for all activities designated to the Project Manager within the RFP, including but not limited to, distribution of RFPs and day-to-day contact with bidders.

RFP — Request for Proposal.

Self-Directed Option

The self-directed option means payments made directly to adults to enable them to purchase covered homemaker services pursuant to Section 69.04 of the OES Policy Manual (see Appendix B).

SFY — State Fiscal Year.

State — The State of Maine.

Subvendor — Any person not in the employ of the vendor or any organization not owned by the Vendor, performing work that is the responsibility of the Vendor under a agreement resulting from this solicitation.

Vendor	The firm selected to, and awarded an agreement to provide the services contained in this RFP and as contracted.

APPENDIX B
Sample Agreement

Agreement Number:
DHHS Agreement Number:

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this ___ day of ___, ___, is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and ___ mailing address ___ physical address

hereinafter called "Provider, for the period of ___ to ___.

The Employer Identification Number of the Provider is ___.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B – Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D – Additional Requirements
Rider E – Program Requirements
Rider F – Budget; F-1 Agreement Settlement Form; F-2 Agreement Compliance Form

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Department of Health and Human Services

By: _____
Geoffrey W. Green, Deputy Commissioner for Operations and Support

and

Contractor:

By: _____
<type name & title here, below signature>

Total Agreement Amount: $___

Approved:_____
Chair, State Purchases Review Committee

BP54 (Rev 4/98)

STATE OF MAINE
DEPARTMENT OF HEALTH & HUMAN SERVICES

PROVIDER SUMMARY PAGE

Community Agency/Program Name:

Executive Director: _____

Telephone _____ FAX #: _____

Address: _____

E-mail Address _____

Agreement Contact Person: _____

Telephone #: _____ FAX #: _____

Address: _____

E-mail Address: _____

Fiscal Contact Person: _____

Telephone #: _____ FAX #: _____

Address: _____

E-mail Address: _____

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of ___ services. The level of funding and service descriptions are detailed in Section III Service Specifications and Performance Guidelines and summarized in Budget Form 6 Summary of Services Purchased.

II. GENERAL REQUIREMENTS

A. Reporting.

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

Additionally, in cases of the Provider's non-compliance with these reporting requirements, as applicable the Department may contact the Department of Health and Human Services', Office of MaineCare Services to request suspension of MaineCare payments until the problem is resolved.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Department in accordance with 34-B M.R.S.A. §1207 and in accordance with Section 6 of Rider B of this Agreement.

The Provider agrees to submit the types of reports checked below, to be submitted as frequently as indicated. Provider understands that such reports are due at the Department (submitted directly to OES) within 25 days after the end of each specified time period, and that subsequent payment installments will not be made until such reports are received and reviewed. Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator.

Reporting Requirements

X **Program reports**, that include an unduplicated count of people served by program, and the types and amounts of services provided and/or purchased, as described in Section III, Service Specifications/Performance Guidelines.

_____ Monthly ☐ Quarterly **X** Six Months ☐ Annual ☐

Unduplicated counts are **not** required for the following services(s)

X **Performance reports**, describing the progress in achieving the agreement goals, indicators, strategies, and measures, including any applicable data, for the services listed below.
Monthly ☐ Quarterly ☐ Six Months ☐ Annual **X**

Narrative reports, addressing the points specified below.
Monthly ☐ Quarterly ☐ Six Months ☐ Annual ☐

X **Income and expense reports**, based on accrual accounting, reflecting accounts payable and receivable, for every program listed on Rider A, III G. Summary Cost Form-Schedule A-Income and Expenses.
Monthly ☐ Quarterly **X** Six Months ☐ Annual ☐

Other; OES Monthly Alzheimer's Respite Report
Monthly **X** Quarterly ☐ Six Months ☐ Annual ☐

Other, IH/AL Reimbursement Report
Monthly **X** Quarterly ☐ Six Months ☐ Annual ☐

Other; SHIP Report
Monthly ☐ Quarterly **X** Six Months ☐ Annual ☐

Other; MMEP Report
Monthly ☐ Quarterly **X** Six Months ☐ Annual ☐

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

A. Description of Services

Listed below are the services to be provided through this agreement.

Program/Service:

Definition:

Program/Service:

Definition:

Program/Service:
Definition:

OES contracts do not have target groups or service codes.

B. Performance Goals, Indicators, Strategies, and Measures

For each program or service, list the approved goal. Then list each indicator separately, followed by the corresponding strategies and measures for that indicator. (include at least one strategy, and one to three measures, per indicator)

Program/Service Area:

C. Additional Program Specific Requirements
(optional – only if required by OES)

Rider B-Method Of Payment And Other Provisions

1. **AGREEMENT AMOUNT** $ _____

2. **INVOICES AND PAYMENTS** The Department will pay the provider in accordance with the terms and schedule below. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Subject to the availability of funds and the other terms of this agreement, payments will be made to the provider on the basis and frequency indicated below, up to the amount of the agreement price (Section I. Agreement Summary, Items A & B, of this rider). Full payments may be withheld if the provider does not meet the reporting requirements outlined in Section II, Reporting Requirements, of this rider, or reports are not acceptable to the OES.

Type of Payment: (check appropriate type)	*For: (check appropriate response)*
_____ 1. Payments will be made in monthly installments, upon receipt of invoices, to reimburse the provider for OES share of allowable monthly expenses. Payments may be adjusted for unspent balances of Federal funds, as allowable, from the prior agreement or for unspent balances of OES funds from the prior month(s).	_____ All agreement funds _____ All agreement funds, except the following: _____ The following funding sources only:
_____ 2. Payments for the funding sources listed to the right will be reimbursed monthly upon receipt of an invoice and a report of agreement services provided to eligible consumers, at the approved reimbursement rate.	_____ All agreement funds ***OR*** _____ The following funding sources only:
_____ 3. Payments for the funding sources listed to the right will be reimbursed _____ upon receipt of an invoice and a report of agreement services provided to eligible consumers, at the approved reimbursement rate.	_____ All agreement funds ***OR*** _____ The following funding sources only:

3. **BENEFITS AND DEDUCTION** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Office of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

Rider B-Method Of Payment And Other Provisions (continued)

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Office of Elder Services
442 Civic Center Drive
11 State House Station
Augusta, ME 04333-0011

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

Rider B-Method Of Payment And Other Provisions (continued)

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of $50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Rider B-Method Of Payment And Other Provisions (continued)

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it shall comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this contract by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

Rider B-Method Of Payment And Other Provisions (continued)

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this state by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHT** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Provider under this contract up to any amounts due and owing to the State with regard to this contract, any other contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider C - Exceptions to Rider B

No Exceptions to Rider B are granted under this agreement.

Rider D – Additional Requirements

The following provisions/exceptions supplementing Rider B, Methods of Payment and Other Provisions apply to all agreements with the Department of Health & Human Services.

1. Audit. Funds provided under this Agreement are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP-III), Federal OMB Circular A-110, and may further be subject to audit by authorized representatives of the Federal Government, according to the Agreement Settlement Form (pro forma) contained in Rider F (if applicable). This provision does not apply to contracts that provide only MaineCare seed funds.

2. Reporting Suspected Abuse/Neglect. The Provider shall comply with the DHHS rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011. In addition, the Provider agrees to follow the DHHS rules on reportable events pursuant to 14-197 CMR ch. 9.

3. Confidentiality. The provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver in form acceptable to the Department a Business Associate agreement (BA agreement). The terms of the BA agreement shall be incorporated into this Agreement by reference. The Department shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the Department or fails to adhere to the terms of the BA Agreement.

4. Lobbying. No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over $100,000 in Federal or State funds file with the Department with respect to this provision. If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a “Disclosure of Lobbying Activities” form available at http://www.whitehouse.gov/omb/grants/#forms.

5. Drug-Free Workplace - The Provider certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee’s policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The provider shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so

convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. **Debarment and Suspension** - In signing this agreement, the Provider certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Provider further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

7. Environment Tobacco Smoke. The provider shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

Also, the provider of foster care services agrees that it will comply with Resolve, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

8. Medicare and MaineCare Anti-Kickback. The Provider shall comply with the provisions of 42 U.S.C §1320a-7b(b), available at http://www.gpoaccess.gov/uscode/index.html

9. **Publications** - When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this agreement, the Provider agrees to clearly acknowledge the participation of the Department of Human Services in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with agreement funds and the dollar amount of agreement funds for the project or program.

10. Motor Vehicle Check. The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.

11. Ownership. All notebooks, plans, working papers, or other work produced in the performance of this Agreement, that are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department.

12. Software Ownership. Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object, and executable code, data files, and job control language, or other system instructions. This requirement applies only to software that is a specific deliverable under this Agreement, or is integral to the program or service funded under this Agreement, and is primarily financed with funding provided under this Agreement.

Rider E – Program Requirements

The following are additional OES program requirements:

1. **Services to AMHI Consent Decree Class Members.** The Provider agrees to serve class members of the AMHI Consent Decree who are eligible for the services purchased through this agreement. The Provider further agrees to collect data and maintain client records, and to comply with all applicable provisions of the AMHI Consent Decree.

2. **Independent Housing/Assisted Living Subagreements.** The amount paid to subcontractors for services supported in part or wholly by OES funds will not exceed the rates paid by OES or MaineCare for comparable in-home services. Information about rates can be obtained from OES.

3. **HIPAA Business Associate Agreement**

   ____Applicable; refer to HIPAA Business Associate Agreement further on in this Rider.

   ____Not applicable for this agreement

4. **Other; _____.**

5. **Other; _____.**

Insert Rider F Budget Forms here.
See MS EXCEL spreadsheet.

APPENDIX C

OES Policy Manual

Sections 40 & 69

SECTION 40: GENERAL ADMINISTRATIVE REQUIREMENTS FOR ALL PARTIES

40.01 RESPONSIBILITY OF AAA, SERVICES PROVIDERS AND AUTHORIZED AGENTS OF THE BUREAU OF ELDER AND ADULT SERVICES WHEN DENYING, REDUCING OR TERMINATING BUREAU OF ELDER AND ADULT SERVICES FUNDED SERVICES PURSUANT TO THIS POLICY MANUAL.

(A) Notice of Intent to Deny, Reduce or Terminate Services. When a AAA, service provider or authorized agent of the Bureau of Elder and Adult Services decides to deny or terminate eligibility or to reduce covered services to a consumer pursuant to this policy manual, the consumer must be given written notice.

(1) Specific information that must be included in these notices include:

(a) A statement of the intended action;

(b) An explanation of the action being taken;

(c) The effective date of the action;

(d) An explanation of when and how to request a hearing before the Office of Administrative Hearings as provided for in Section 40. 02 of this Manual;

(e) The name, address and telephone number of the person to be contacted to request a hearing;

A list of selected legal assistance providers and advocacy agencies available to assist the consumer; and

(g) An explanation of the circumstances under which services will continue if a hearing is requested.

(B) Advance Notice

(1) Written notice must be mailed or otherwise provided at least ten (10) calendar days before the effective date of the termination or reduction of services, except as provided in subsection (2) below or in Section 40.01(C) below.

(2) When there are facts that indicate that the action should be taken because of probable fraud by the consumer, and the facts have been verified if possible, advance notice of five (5) calendar days is required.

(C) Exceptions from Advance Notice.

(1) The AAA, service provider or authorized agent of the BEAS may mail or otherwise provide written notice no later than the effective date of the reduction or termination when:

there is documentation in the record that continued service to a consumer would endanger the life, health or safety of other individuals including other consumers or agents or employees of the AAA, service provider or authorized agent;

there is a clear documented statement, signed by the consumer, that the consumer no longer wishes services, or;

the consumer gives information that requires termination or reduction of services and indicates that he or she understands that this termination or reduction is the result of giving that information;

the consumer has been admitted to an institution where he or she is ineligible for further services;

the consumer's whereabouts are unknown, and the post office returns agency mail directed to him or her indicating no forwarding address; or

(D) Exception to Notice: When the written care plan developed between the consumer and the authorized agent includes a scheduled reduction or termination of services, written notice is not required.

(E) Maintaining Services. Services currently being provided to the consumer will be continued until a hearing has been held and a final decision rendered, provided that the request for a hearing has been received within ten calendar days of notice except:

(1) when a five day advance notice is required under this section, the request for hearing must be received within five calendar days of the date of the notice;

(2) when ten day or five day advance notice is not required under this section, services currently being provided to the consumer will not be continued during the appeal process;or

(3) when the reason for reduction or termination is that there are insufficient funds to continue to pay for services for all current consumers which results in a change affecting some or all consumers.

(4) if services have been suspended for more than 30 days, services will not be reinstated during the appeal process.

40.02 HEARINGS BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS (OAH)

(A) Parties Entitled to a Hearing. Parties who have been adversely affected by a denial, reduction or termination of benefits pursuant to this policy manual by an

AAA, service provider, or authorized agent of the Bureau of Elder and Adult Services, or parties who have exhausted the complaint resolution procedure in Section 40.04 of this policy manual, may request an administrative hearing before the OAH.

(B) **Hearing Procedures.** Hearings shall be governed by the Administrative Procedures Act, 5 M.R.S.A. Sections 905l-9062, and by the OAH's Administrative Hearings Manual (hereinafter called the AHU Manual), and by the provisions of this section. The process includes:

(1) A request for a hearing pursuant to Section 40.01 must be received by the Bureau of Elder and Adult Services either verbally or in writing from the consumer or the consumer's designated representative within sixty (60) calendar days of the date of the notice of adverse action. In order for services to be continued during the appeal process pursuant to Section 40.01 (E), a request for a hearing must be received by the Bureau of Elder and Adult Services within ten (10) calendar days of the date of the notice or in cases of probable fraud within five (5) calendar days of the date of the notice of the reduction or termination.

(2) The OAH will give the notice of the hearing to the appropriate parties;

(3) After the hearing, reports, recommendations and final decisions of the OAH and/or the Commissioner of Human Services shall be mailed to the appropriate parties;

(4) The final decision shall be in writing and set forth the complainant's rights to appeal.

(a) For any applicant for designation as a PSA, the written decision shall state that the party has the right to appeal the decision to the Commissioner of the United States Administration on Aging, in accordance with 45 CFR Section 1321.31.

(b) For all other parties, the written decision shall state that the party has the right to appeal the decision to the Maine Superior Court, as provided in 5 M.R.S.A. Sections 11001-11008.

The OAH may deny or dismiss a request for a hearing if the sole issue being appealed is one of federal or state law or policy requiring an automatic change adversely affecting some or all consumers. This dismissal is the final agency action in this matter.

40.03 A GOOD CAUSE EXCEPTION

(A) **Failure to File Timely Request.** Any time a complainant fails to request complaint resolution or a waiver of payment within the time periods contained in these rules, the complainant will be considered to have waived or abandoned his/her appeal rights, unless good cause for failure to meet the deadlines can be demonstrated by the complainant.

A request for a good cause exception must be in writing and received within 10 calendar days after the reason for good cause no longer exists to the Director of the Bureau of Elder and Adult Services.

(2) The Bureau of Elder and Adult Services must make a finding and issue a written decision within ten (10) calendar days.

(B) **Good Cause.** Good cause exists if during the time period when the complaint resolution or waiver request should have been filed, there is:

(1) A death or serious illness in the complainant's immediate family or household; or

(2) A personal injury or illness which reasonably prevents the complainant from making a timely request for complaint resolution or a waiver; or

(3) An emergency or unforeseen event which reasonably prevents the complainant from making a timely request for complaint resolution or a waiver; or

(4) Incorrect or incomplete information about when or how to request complaint resolution or a waiver was provided to the complainant by the AAA, service provider, authorized agent of the Bureau of Elder and Adult Services or the Bureau of Elder and Adult Services.

(C) **Right to Appeal Denial of Good Cause.** A complainant whose claim of good cause has been denied will be notified of this conclusion. The notice will inform the complainant of the right to request an Administrative Hearing as described in section 40.02. The request for a hearing must be received within ten (10) calendar days of the date of the notice.

40.04 COMPLAINT RESOLUTION FOR AAA, SERVICE PROVIDERS AND AUTHORIZED AGENTS OF THE BUREAU OF ELDER AND ADULT SERVICES AFFECTED BY ACTIONS OF BUREAU OF ELDER AND ADULT SERVICES

(A) **Parties Entitled to Complaint Resolution.** Parties who have been adversely affected by actions of the Bureau of Elder and Adult Services shall have the opportunity to use this complaint resolution procedure. This Section (40.04) does not apply to:

Requests for waivers regarding consumer payments;

Allegations of misconduct of Bureau of Elder and Adult Services staff which are handled in accordance with the external complaint procedures of the DHS Personnel Division;

Actions by Bureau of Elder and Adult Services staff carrying out Adult Protective legal mandates; or

Award decisions of the Bureau of Elder and Adult Services based on requests for proposals.

(B) Complaint Resolution Procedures of the Bureau of Elder and Adult Services.

(1) A party may make a written or verbal request for complaint resolution to the Bureau of Elder and Adult Services' central office. The request must be received within ten (10) days of the date of the adverse action except where good cause exists under Section 40.03 of this Manual.

(2) The Bureau of Elder and Adult Services shall make a record of every request for complaint resolution.

(3) The Director of Bureau of Elder and Adult Services or designee shall determine whether complaints are excluded under (A) above.

(4) The Bureau of Elder and Adult Services shall hold an informal conference within twenty (20) calendar days of the complainant's request. Bureau of Elder and Adult Services shall give written notice seven (7) days prior to the date of the informal conference to the following parties:

(a) The complainant by registered mail;

(b) The complainant's designated representative, if applicable.

(5) The Director of the Bureau of Elder and Adult Services or a designee shall conduct the informal conference and shall allow all participants to offer relevant information during the conference.

(6) The Director of the Bureau of Elder and Adult Services or a designee shall make a record of the conference, including the identity of those participating, a summary of the information present, a copy of all written material presented or submitted and, an audio tape.

(7) The Director of the Bureau of Elder and Adult Services or a designee shall issue a written decision on the matter within fifteen (15) calendar days of the conference. The Bureau of Elder and Adult Services shall mail a copy of the decision to each of the parties entitled to notice under Section 40.(04)(B)(4), above.
The Bureau of Elder and Adult Services shall send the complainant's copy by certified mail, return receipt requested.

(8) In its written decision the Bureau of Elder and Adult Services must include the following information:

(a) A brief statement of reasons for the decision;

(b) An explanation of the complainant's right to request a hearing before the Office of Administrative Hearing (OAH);

(c) That the Bureau of Elder and Adult Services must receive a request, either verbally or in writing, for a hearing before the Office of

Administrative Hearings within ten (10) calendar days of the written decision; and

(d) A list of selected legal assistance providers and advocacy agencies available to assist the consumer.

40.05 CONFIDENTIALITY OF INFORMATION

(A) Confidentiality. The Bureau of Elder and Adult Services, the AAA's and all service providers and authorized agents are prohibited from disclosing any information received about a consumer in the conduct of their responsibilities other than to employees or agents of their agency who have a need to know the information as part of their job responsibility, unless one of the following conditions is met:

(1) Disclosure of the information is required by court order or to comply with reporting provisions under the Adult Protective Services Act;

(2) Disclosure of the information is required for program monitoring and evaluation by Federal or State law;

(3) The information is disclosed in a form that does not identify the person. The information disclosed shall exclude the consumer's name, address, social security number, and any other details that are reasonably likely to enable others to identify the consumer; or

(4) The Bureau of Elder and Adult Services, the AAA's, service provider or authorized agent has obtained the informed consent of the consumer or his or her legal representative.

(B) Public Access and Disclosure of Information by the Bureau of Elder and Adult Services. Copies of all regulations, manuals, guidelines, and standards referred to by these regulations shall be maintained by the Bureau of Elder and Adult Services, the AAA's, service providers and authorized agents and made available for public inspection. The Bureau of Elder and Adult Services shall make available at all reasonable times and places to all interested parties these written policies and rules and all other information in its custody except for:

Information subject to the confidentiality requirement in 45 CFR Section 1321.51 and Section 40.(05)(A), above;

Information subject to confidentiality requirements in other Federal and State statutes and regulations; and

Information that is exempt from disclosure under the Federal Freedom of Information Act, 5 U.S.C. Section 552, the State Freedom of Access law, 1 M.R.S.A. Section 401 et seq., and under regulations promulgated by the Department of Human Services.

40.06 CONTRIBUTIONS FOR TITLE III SERVICES

Title III funds may not be used in programs that require payment of a fee as a condition of receiving service. Agencies providing services funded by Title III must, however, provide consumers with opportunities to contribute. Consumers who are otherwise eligible for Title III services may not be denied such services because they will not or cannot contribute to the cost.

Each service provider must develop written procedures for collecting voluntary contributions. The procedure must protect the privacy of the consumer's contribution. A means test may not be used as a basis for determining suggested contributions for Title III funded services.

40. 07 PURCHASING GOODS AND SERVICES IN EXCESS OF $25,000

(A) **Purchasing Requirements**. Grantees and contractors purchasing goods or services costing in excess of $25,000 must comply with all appropriate State and Federal requirements including Federal Circulars A-110 and A-122.

(B) **Planning Service Area Coverage Not Required**. No proposal responding to an RFP required under this Section will be refused on the sole grounds that it does not provide for delivery of services to the whole of the PSA.

40.08 BUREAU OF ELDER AND ADULTS SERVICES ACCESS TO RECORDS AND REPORTS

(A) **Provision of Records Without Cost.** All parties receiving funds from the Bureau of Elder and Adult Services will provide all information and records relevant to determination of compliance with these rules or to monitoring and evaluating programs, facilities and/or services to the Bureau of Elder and Adult Services without cost. A single consumer's record must be provided within two (2) working days. Larger quantities of records must be provided within five (5) working days.

Providing Accurate and Timely Reports. All parties licensed by or receiving funds from the Bureau of Elder and Adult Services are responsible for providing accurate and timely reports in compliance with applicable program policy and contract provisions. Failure to do so may result in termination of the contract, recoupment of some or all of funds contracted or granted by the Bureau of Elder and Adult Services, or delay of award of additional funds until required reports are received.

40. 09 WAIVER OR MODIFICATION OF THESE RULES

(A) The Bureau of Elder and Adult Services may waive or modify any provision in this Bureau of Elder and Adult Services Policy Manual (10-149-5) not mandated by State or Federal statute, regulation, or local government.

(B) A waiver may be issued for a specific period of time, not to exceed one year.

(C) A written waiver must include:

(1) A statement of the rule for which the waiver is requested and

(2) The reason why the Bureau is waiving the rule.

SECTION 69: OFFICE OF ELDER SERVICES ADMINISTERED HOMEMAKER SERVICES

69.01 DEFINITIONS

(A) **Office of Elder Services Administered Homemaker services,** hereinafter referred to as Office of Elder Services Homemaker, is a state funded program to assist individuals with household or personal care activities that improve or maintain adequate well-being. These services may be provided for reasons of illness, disability, absence of a caregiver, or to prevent adult abuse or neglect. State homemaker funds shall be used to purchase only the covered services that will foster restoration of independence, consistent with the consumer's circumstances and the authorized plan of care. Major service components include homemaker services, chore services, home maintenance services, incidental assistance with personal hygiene and dressing and household management services.

(B) **Activities of Daily Living. (ADLs) Activities of daily living (ADLs)**. ADLs shall only include the following as defined in Section 69.02 (B) (2) for purposes of eligibility: personal hygiene and dressing.

(C) **Authorized Agent** means an organization authorized by the Department to perform functions under a valid contract or other approved, signed agreement and is also referred to as the Authorized Homemaker Agency.

(D) **Authorized plan of Care means** a plan of care which is authorized by the Authorized Agent, or the Department, which shall specify all services to be delivered to a recipient under this Section, including the number of hours for all covered services. The plan of care shall be based upon the recipient's assessment outcome scores, and the timeframes contained therein, recorded in the Department's medical eligibility determination (MED) form. The Authorized Agent has the authority to determine and authorize the plan of care. All authorized covered services provided under this Section must be listed in the care plan summary on the MED form.

(E) **Care Plan Summary** is the section of the MED form that documents the Authorized Plan of Care and services provided by other public or private program funding sources or support, service category, reason codes, duration, unit code, number of units per month, rate per unit, and total cost per month.

(F) **Cognitive capacity:** The consumer must have the cognitive capacity, as measured on the MED form, to be able to "self direct" the homemaker in the self-directed option outlined in Section 69.02 (B) (3). This capability will be determined by the Authorized Agent as part of the eligibility determination using the Medical Eligibility Determination (MED) findings. Minimum MED form scores are (a) decision making skills: a score of 0 or 1; (b) making self understood: a score of 0,1, or 2; (c) ability to understand others: a score of 0,1, or 2; (d) self-performance in managing finances: a score of 0,1,or 2; and (e) support in managing finances, a score of 0,1,2, or 3. An applicant not meeting the specific scores will be presumed incapable of hiring, firing, training, and supervising the homemaker under the self-directed plan of care.

(G) **Covered Services are** those services for which payment can be made by the Department, under Section 69 of the Office of Elder Services policy manual.

(H) **Dependent Allowances.** Dependents and dependent allowances are defined and determined in agreement with the method used in the MaineCare program. The allowances are changed periodically and cited in the MaineCare Eligibility Manual, TANF, Standard of Need Chart. Dependents are defined as individuals who may be claimed for tax purposes under the Internal Revenue Code and may include a minor or dependent child, dependent parents, or dependent siblings of the consumer or consumer's spouse. A spouse may not be included.

(I) **Disability-related expenses**: Disability-related expenses are out-of-pocket costs incurred by the consumers for their disability, which are not reimbursed by any third-party sources. They include:

(1) Home access modifications: ramps, tub/shower modifications and accessories, power door openers, show seat/chair, grab bars, door widening, environmental controls;
(2) Communication devices: adaptations to computers, speaker telephone, TTY, Personal Emergency Response systems;
(3) Wheelchair (manual or power) accessories: lab tray, seats and back supports;
(4) Vehicle adaptations: adapted carrier and loading devices, one communication device for emergencies (limited to purchase and installation), adapted equipment for;
(5) Hearing Aids, glasses, adapted visual aids;
(6) Assistive animals (purchase only);
(7) Physician ordered medical services and supplies;
Physician ordered prescription and over the counter drugs; and
Medical insurance premiums, co-pays and deductibles.

(J) **Household members:** means the consumer and spouse

(K) **Household members' income** includes:

(1) Wages from work, including payroll deductions, excluding state and Federal taxes and employer mandated or court ordered withholdings;
(2) Benefits from Social Security, Supplemental Security Insurance, pensions, insurance, independent retirement plans, annuities, and Aid and Attendance;
(3) Adjusted gross income from property and/or business, based on the consumer's most recent Federal income tax; and
(4) Interest and dividends.

Not included are benefits from: the Home Energy Assistance Program, Food Stamps, General Assistance, Property Tax and Rent Refund, emergency assistance programs, or their successors.

(L) **Instrumental activities of daily living (IADLs)** For purposes of the eligibility criteria and covered services under this section of policy, IADLS are limited to the following as defined by Section 69.02(B)(1): main meal preparation: preparation or receipt of the main meal; routine housework; grocery shopping and storage of purchased groceries; and laundry either within the residence or at an outside laundry facility.

(M) **Limited Assistance** means the individual was highly involved in the activity over the past seven days, or 24 to 48 hours if in a hospital setting, but received and required

guided maneuvering of limbs or other non-weight bearing physical assistance three or more times
or

guided maneuvering of limbs or other non-weight bearing physical assistance three or more times plus weight-bearing support provided only one or two times.

(N) **Liquid asset** is something of value available to the consumer that can be converted to cash in three months or less and includes:

(1) Bank accounts;
(2) Certificates of deposit;
(3) Money market and mutual funds;
(4) Life insurance policies;
(5) Stocks and bonds;
(6) Lump sum payments and inheritances and
(7) Funds from a home equity conversion mortgage that are in the consumer's possession whether they are cash or have been converted to another form.

Funds which are available to the consumer but carry a penalty for early withdrawal will be counted minus the penalty. Exempt from this category are mortuary trusts and lump sum payments received from insurance settlements or annuities or other such assets named specifically to provide income as a replacement for earned income. The income from these payments will be counted as income.

(O) **Medical Eligibility Determination (MED) Form** shall mean the form approved by the Department for medical eligibility determinations and service authorization for the plan of care based upon the assessment outcome scores. The definitions, scoring mechanisms and time frames relating to this form as defined in Section 69 provide the basis for services and the care plan authorized by the Authorized Agent. The care plan summary contained in the MED form documents the authorized care plan to be implemented by the homemaker agency. The care plan summary also identifies other services the recipient is receiving, in addition to the authorized services provided under this Section.

(P) **One-person Physical Assist** requires one person over last seven (7) days or 24-48 hours if in a hospital setting, to provide either weight-bearing or non-weight bearing assistance for an individual who cannot perform the activity independently. This does not include cueing.

(Q) **Self- Directed Option:** The self –directed option means payments made directly to adults to enable them to purchase covered homemaker services pursuant to Section 69.04.

(R) Unlicensed Assistive Personnel means individuals, including personal support specialists and homemakers, who, as defined in Title 22 MRSA § 1717, are employed to provide hands-on assistance with daily living to individuals in homes, assisted living centers, residential care facilities, hospitals and other health care settings. Unlicensed assistive personnel does not include certified nursing assistants employed in their capacity as certified nursing assistants.

69.02 Eligibility

(A) General and Specific Requirements. To be eligible for services a consumer must:

(1) Be at least 18;
(2) Live in Maine;
(3) Lack sufficient personal and/or financial resources for homemaker services;
(4) Be ineligible for MaineCare long-term care benefits with the exception of MaineCare Adult Day Health;
(5) Not be participating in a program for long-term care services under Section 62: Congregate Housing Services, Section 63 In Home Community Based Support Services or the Consumer-Directed Home Based Care program enacted by 26 MRSA § 1412-G.
(6) For an individual have assets of no more than $50,000 or for couples have assets of no more than $75,000;
(7) Not be residing in a licensed or unlicensed Assisted Housing Program including a Residential Care Facility, or a supported living arrangement certified by DHHS (formerly DBDS) for behavioral and developmental services;

Not be residing in a hospital or nursing facility; and
Consumer or legal representative agrees to pay the monthly calculated consumer payment.

(B) Medical and Functional Eligibility Requirements

Applicants for services under this section must meet the eligibility requirements as set forth in Section 69.02-B and documented on the Medical Eligibility Determination (MED) form conducted by the Authorized Homemaker Agency. Medical eligibility will be determined using the MED form as defined in Section 69.01(O). A person meets the medical eligibility requirements for Homemaker Services if he or she needs assistance in self performance and physical assist in support with at least three of the following IADLs:

(1) Instrumental activities of daily living (IADLs) are regularly necessary home management activities listed below:
(a) Daily instrumental activities of daily living (within the last 7 days):
(i) main meal preparation: preparation or receipt of main meal;
(b) Other instrumental activities of daily living (within the last 14 days):
(i) routine housework: includes, but is not limited to vacuuming, cleaning of floors, trash removal, cleaning bathrooms and appliances;
(ii) grocery shopping: shopping for groceries and storage of purchased food or prepared meals;

(iii) laundry: doing laundry in home or out of home at a laundry facility; or

(2) Need limited assistance in self-performance and one person physical assist in support with one Activity of Daily Living from the items below;

(a) Activities of Daily Living:
(i) Personal Hygiene: how a person maintains personal hygiene, (excludes baths and showers, includes washing face, hands, perineum, combing hair, shaving, brushing teeth, shampoo and nail care)
(ii) Dressing: How person puts on, fastens, and takes off all items of street clothing, including donning/removing prosthesis

AND one of the following:

(b) **Instrumental activities of daily living (IADLs)** are regularly necessary home management activities listed below:
(i) Daily instrumental activities of daily living (within the last 7 days):
(aa) main meal preparation: preparation or receipt of main meal; or
(ii) Other instrumental activities of daily living (within the last 14 days):
(aa) routine housework: includes, but is not limited to vacuuming, cleaning of floors, trash removal, cleaning bathrooms and appliances; or
(bb) grocery shopping: shopping for groceries and storage of purchased food or prepared meals; or
laundry: doing laundry in home or out of home at a laundry facility.

(3) **Self-Directed Option.** Consumers or their surrogates may arrange for and manage their own services using the self-directed option provided by the Authorized Homemaker agency. Except as noted below, all other requirements of Section 69 apply to consumers using the self-directed option.
(a) **Qualification.** To qualify for the self-directed option consumers must meet the requirements listed in Section 69.02(A) and (B) and the requirements either in this Section (a) or (b) below. The consumer:
(i) must not have a guardian or conservator;
(ii) must have the cognitive capacity, measured on the MED form, as defined in Section 69.01 (F) to be able to self-direct the services. The authorized agent as part of the assessment will determine this capability;
(iii) must meet all program requirements including documentation of services delivered;

must agree to complete a minimum of 2 hours of instruction prior to beginning the self-directed option on the rights, risks, and responsibilities of the self-directed option; and
must check the Certified Nursing Assistant Registry and conduct a criminal history background check, if required by Title 22 MRSA §1717(3), for any individual hired as Unlicensed Assistive Personnel as defined in 69.01(R); and not employ an individual who is prohibited from employment under Title 22 MRSA §1717(3).

(b) For a consumer who does not qualify under Section 69.02(B)(3)(a), a surrogate may request to act on behalf of the consumer. Consumers with cognitive capacity also may choose to designate a surrogate to act on his/her behalf. The Authorized Homemaker Agent may authorize a surrogate to act on behalf of the consumer if the surrogate:
Is at least 18 years old;
Has the cognitive capacity to arrange for and direct services;
Is not the consumer's paid caregiver;
Shows a strong personal commitment to the consumer;
Shows knowledge about the consumer's preferences;
Must visit the consumer at least every two (2) weeks
Must meet all program requirements including documentation of services delivered and a visit every two weeks to the consumer;
Must check the Certified Nursing Assistant Registry, and if required by Title 22 MRSA §1717(3), must also conduct a criminal history background check for any individual hired as Unlicensed Assistive Personnel as defined in 69.01(R); and not employ an individual who is prohibited from employment under Title 22 MRSA §1717(3).
Must complete a minimum of 2 hours of instruction prior to beginning the self-directed option on the rights, risks, and responsibilities of the self-directed option.

(c) **Homemaker Coordination**. The homemaker agency will:
(i) Provide instruction to consumer or surrogate on the skills needed to hire, train, and schedule, supervise, and document the provision of services identified in the authorized plan of care;
(ii) Establish a monthly cost limit based on the authorized plan of care;
(iii) Explain the payment method used in the self-directed option to the consumer or surrogate;
(iv) Reimburse the consumer monthly an amount that is not more than the actual cost of services provided, up to the cap established in the authorized plan of care, less any applicable consumer co-payment
(v) Provide face-to-face supervision every six months; and

(vi) Provide the consumer with information, about the Long-term Care Ombudsman Program and Adult Protective Services.

(d) **Termination.** When there is documentation that a consumer or the consumer's surrogate is no longer able to self-direct their services, chooses to no longer self-direct their services, or no longer qualifies for the Self- Directed Option, the Authorized Homemaker Agency will terminate the self-directed option. Management and direction of services will then resume with-the Authorized Homemaker Agency.

69.03 Duration of Services

(A) Office of Elder Services Homemaker recipients may receive as many covered services as are required up to a maximum of ten (10) hours per month. The Department may adjust the maximum hours per month that may be received by all recipients receiving services under this Section as needed, based on the projected utilization of available funds. Homemaker coverage of services under this Section requires prior authorization from the Department or its Authorized Agent. Beginning and end dates of an individual's eligibility determination period correspond to the beginning and end dates for Office of Elder Services Homemaker coverage of the plan of care authorized.

(B) Services under this Section may be reduced, denied or terminated by the Department, or the Authorized Homemaker Agency, as appropriate, for one or more of the following reasons:

The consumer does not meet eligibility requirements;
The consumer declines services;
The consumer is eligible to receive long-term care benefits under MaineCare including any MaineCare Special Benefits, with the exception of MaineCare Adult Day Health;
The consumer is eligible to receive services and funds are available for services under Section 63: In Home and Community Based Support Services or the Consumer-Directed Home Based Care Program enacted by 26 MRSA § 1412-G, unless the consumer is a current recipient and there is a waiting list for services under Section 69;
Based on the consumer's most recent MED assessment, the plan of care is reduced to match the consumer's needs as identified in the reassessment and subject to the limitations of the program;
The health or safety of individuals providing services is endangered;
Services have been suspended for more than thirty (30) days;
The consumer has failed to make his/her calculated monthly co-payment;
When the consumer or designated representative gives fraudulent information to Department or the Authorized Homemaker Agent;
There are insufficient funds to continue to pay for services for all current consumers, which results in a change affecting some or all consumers or

The availability of informal or formal supports, including public and private sources, duplicate the services provided under this section.

Notice of intent to reduce, deny, or terminate services under this section will be done in accordance with Section 40.01 of this policy manual.

(C) Suspension. Services may be suspended for up to thirty (30) days. If the circumstances requiring suspension extend beyond thirty (30) days, the consumer's eligibility in the program will be terminated. After services are terminated, a consumer will need to be reassessed to determine medical eligibility for services and be subject to the requirements of the waiting list. If the Authorized Homemaker Agency does not become aware until after thirty (30) days of the circumstances requiring suspension, the consumer will be terminated as of the date the Authorized Homemaker Agency verifies the change in status.

69.04 Covered Services

Covered services are available for individuals meeting the eligibility requirements set forth in Section 69.02. All covered services require prior authorization by the Department, or its Authorized Homemaking Agent, consistent with these rules, and are subject to the limits in Section 69.03. The Authorized Plan of Care shall be based upon the recipient's assessment outcome scores recorded on the Department's Medical Eligibility Determination (MED) form, it's definitions, and the timeframes therein and the task time allowances defined in the appendix to this section.

Services provided must be required for meeting the identified needs of the individual, based upon the outcome scores on the MED form, and as authorized in the plan of care. Coverage will be denied if the services provided are not consistent with the consumer's authorized plan of care. The Department may also recoup payment for inappropriate services provision, as determined through post payment review. The Authorized Homemaker Agent has the authority to determine the plan of care, which shall specify all services to be provided, including the number of hours for homemaking covered service.

The Task Time Allowances set forth in the appendix to this section must be used to determine the time needed to complete authorized ADL and IADL tasks for the plan of care, not to exceed the program cap specified elsewhere in this section. These allowances reflect the time normally required to accomplish the listed tasks. These allowances will be used when authorizing a consumer's plan of care. If these times are not sufficient when considered in light of a consumer's extraordinary circumstances as identified by the Authorized Homemaker Agent, the Authorized Agent may make an appropriate adjustment up to the maximum cap. Time authorized must consider the concurrent nature of the homemaking

activities. Services listed in the Task Time allowances which are not covered services under this section cannot be authorized.

(A) Covered Service Elements

(1) Routine household care, including sweeping, washing and vacuuming of floors, dusting, cleaning of plumbing fixtures (toilet, tub, sink), appliance care, changing of linens, refuse removal;
(2) Doing laundry within the residence or outside the home, including washing and drying of clothing and household linens such as sheets, towels, blankets, etc.;
(3) Meal planning/preparation;
(4) Shopping, errands, and storage of purchased groceries;
(5) Chore services including, but not limited to occasional heavy-duty cleaning, raising and lowering of combination screen/storm windows, repairs and similar minor tasks to eliminate safety hazards in the environment;
(6) Incidental personal hygiene, defined as how the person maintains personal hygiene, including combing hair, brushing teeth, shaving, applying makeup, and washing/drying back and feet;
(7) Incidental help with dressing that includes how the person puts on, fastens, and takes off all items of clothing;

Transportation services necessary to perform covered services described in a beneficiary's plan of care, such as medical appointments. Reimbursement shall only be made for mileage in excess of ten (10) miles per single trip on a one way trip. Any individual providing transportation must hold valid State of Maine driver's license for the type of vehicle being operated. All providers of transportation services shall maintain adequate liability insurance coverage for the type of vehicle being operated.

69.05 Non Covered Services

The following services are not reimbursable under this Section:

(1) Rent;
(2) Services for which the cost exceeds the limits described in Section 69.03;
(3) Homemaker services (defined in 69.04 (A) delivered in a licensed or unlicensed Assisted Housing Program including a Residential Care Facility, or a supported living arrangement certified by DHHS for behavioral and development services which is reimbursed for providing homemaker services. It is the responsibility of the Assisted Housing Provider to deliver homemaker services;
(4) Services provided in a hospital or nursing facility;

(5) Services provided by an Unlicensed Assisted Personnel as defined in 69.01(R) who is prohibited from employment pursuant to 22 MRSA §1717 (3);

(6) Those services which can be reasonably obtained by the consumer by going outside his/her place of residence.

69.06 POLICIES and PROCEDURES

(A) Eligibility Determination

An eligibility assessment, using the Department's approved MED assessment form, shall be conducted by the Department, the Assessing Services Agency or the Authorized Homemaker Agent. All Homemaker services require eligibility determination and prior authorization by the Authorized Homemaker Agency.

(1) The Authorized Homemaker Agent will accept verbal or written referral information on each prospective new consumer, to determine appropriateness for an assessment. When funds are available, appropriate consumers will receive a face to face medical eligibility determination assessment, at their current residence, within five (5) days of the date of referral to the Authorized Homemaker Agent. All requests for assessments shall be documented indicating the date and time the assessment was requested and all required information provided to complete the request.

(2) The Authorized Homemaker Agent shall inform the consumer of available community resources and authorize a plan of care that reflects the identified needs documented by scores and timeframes on the MED form, giving consideration to the consumer's living arrangement, informal supports, and services provided by other public funding sources. Homemaker services provided to two or more consumers sharing living arrangements shall be authorized by the Authorized Homemaker Agent with consideration to the economies of scale provided by the group living situation according to limits in Section 69.03.

(3) The Authorized Homemaker Agent shall authorize a plan of care based upon the scores and findings recorded in the MED assessment. The covered services to be provided shall not exceed the monthly maximum limit established by Office of Elder Services. The eligibility period for the consumer shall not exceed twelve (12) months.

(4) The Homemaker Agent will provide a copy of the authorized plan of care, in a format understandable by the average reader, a copy of the eligibility notice, and release of information to the consumer at the completion of the assessment. The Authorized Agent will inform the consumer of the calculated co-payment based on the cost of services authorized.

(B) Waiting List

When units are not available to serve all prospective consumers, the Authorized Homemaker Agent will establish a waiting list for assessment. As units become available, consumers will be assessed on a first come, first served basis.

For consumers found ineligible for homemaker services the Authorized Homemaker Agent will inform each consumer of alternative services or resources, and offer to refer the person to those other services.

When units are not available to serve new consumers who have been assessed and determined eligible or to increase services for current consumers, a waiting list will be established by the Homemaker Agent. As units become available consumers will be taken off the list and served on a first come, first served basis.

The Homemaker Agency will maintain one waiting list for the counties they are authorized to serve.

Consumer names may be removed from the waiting list at the request of the consumer or if the Authorized Homemaker Agency determines that another funding source is available to the consumer, or the consumer has entered a hospital, residential care facility or nursing facility for longer than thirty (30) days, or upon the death of the consumer.

(C) Suspension. Services may be suspended for up to thirty (30) days. If the circumstances requiring suspension extend beyond thirty (30) days, the consumer's eligibility in the program will be terminated. After services are terminated, a consumer will need to be reassessed to determine medical eligibility for services and be subject to the requirements of the waiting list. If the Authorized Homemaker Agency does not become aware until after thirty (30) days of the circumstances requiring suspension, the consumer will be terminated as of the date the Authorized Homemaker Agency verifies the change in status.

(D) Reassessment and Continued Services

For all recipients under this section, in order for the reimbursement of services to continue uninterrupted beyond the approved classification period, a reassessment and prior authorization of services is required and must be conducted no later than the reassessment date. Homemaker payment ends with the reassessment date, also known as the end date.

An individual's specific needs for Homemaker Services are reassessed at least every twelve (12) months;

For consumers currently under the appeal process, reassessments will not be conducted.

69.07 Professional and Other Qualified Staff

(A) The Homemaker Agency shall:

(1) Employ staff qualified by training and/or experience to perform assigned tasks and meet the applicable policy requirements.

(2) Comply with requirements of 22 MRSA §§3471 et seq. and 22 MRSA §§4011-4017 to report any suspicion of abuse, neglect or exploitation.

(3) Pursue other sources of reimbursement for services prior to the authorization of Homemaker services.

(4) Operate and manage the program in accordance with all requirements established by rule or contract.

(5) Have sufficient financial resources, other than State funds, available to cover any Homemaker expenditures that are disallowed as part of the Office of Elder Services utilization review process.

(6) Inform in writing any consumer with an unresolved complaint regarding their services about how to contact the Long Term Care Ombudsman.
(7) Assure that costs to Homemaker services provided to a consumer in a twelve-month period do not exceed the applicable monthly number of hours established by the Office of Elder Services.
(8) Implement an internal system to assure the quality and appropriateness of assessments to determine eligibility and authorize homemaker services including, but not limited to the following:
  (a) Consumer satisfaction surveys;
  (b) Documentation of all complaints, by any party including any resolution action taken;
  (c) Measures taken by the Authorized Homemaker Agent to improve services as identified in (a) and (b).

Contact each consumer quarterly to verify receipt of services, discuss consumer's status, review any unmet needs and provide appropriate follow-up and referral to community resources.

69.08 Consumer Records and Program Reports

(A) Content of Consumer Records. The homemaker agency must establish and maintain a record for each consumer that includes at least:

(1) The consumer's name, address, mailing address if different, and telephone number;
(2) The name, address, and telephone number of someone to contact in an emergency;
(3) Complete medical eligibility determination form and financial assessments and reassessments that include the date they were done and the signature of the person who did them;
(4) A care plan summary that promotes the consumer's independence, matches needs identified by the scores and timeframes on the MED form and on the care plan summary on the MED form, with consideration of other formal and informal services provided and which is reviewed no less frequently than semiannually. The service plan includes:
  (a) Evidence of the consumer's participation;
  (b) Who will provide what service, when and how often, the reason for the service and when it will begin and end;
  (c) The signature of the person who determined eligibility and authorized a plan of care;
(5) A dated release of information signed by the consumer that conforms with applicable law, is renewed annually and that:
  (a) Is in language the consumer can understand;
  (b) Names the agency or person authorized to disclose information
  (c) Describes the information that may be disclosed;
  (d) Names the person or agency to whom information may be disclosed;

(e) Describes the purpose for which information may be disclosed; and
(f) Shows the date the release will expire.

(6) Documentation that consumers eligible to apply for a waiver for consumer payments, were notified, that a waiver may be available;

(7) Written progress notes that summarize any contacts made with or about the consumer and:
(a) The date the contact was made;
(b) The name and affiliation of the person(s) contacted or discussed the service plan includes
(c) Any changes needed and the reasons for the changes in the plan of care;
(d) The results of contacts or meetings; and
(e) The signature and title of the person making the note and the date the entry was made.

(B) Program Reports. The following reports must be submitted to Office of Elder Services, in a format approved by the Office of Elder Services, by the day noted:

(1) Monthly service and consumer reports including admissions, discharges and active client lists, due no later than twenty days after the end of the month;

(2) Quarterly fiscal reports, due no later than twenty days after the end of the month;

(3) Other reports as specified in the Department's contract with the authorized Homemaker Agent or as requested by the Department.

69.09 RESPONSIBILITIES OF THE OFFICE OF ELDER SERVICES

(A) Selection of Authorized Agents. To select Authorized Agencies, the Office of Elder Services will request proposals by publishing a notice in Maine's major daily newspapers. The notice will summarize the detailed information available in a request for proposals (RFP) packet and will include the name, address, and telephone number of the person from whom a packet and additional information may be obtained. The packet will describe the specifications for the work to be done.

(B) Other Responsibilities of the Office of Elder Services. The Office of Elder Services is responsible for:

(1) Adjusting the monthly maximum hour limit applicable to all recipients in 69.03 (A), at anytime during the fiscal year based on the projected availability of funds.

(2) Establishing performance standards for contracts with the authorized homemaker agency/agencies including but not limited to the numbers of consumers to be served and allowable costs for administration and direct service.

(3) Conducting or arranging for quality assurance reviews that will include record reviews and home visits with Homemaker consumers.

(4) Providing training and technical assistance.

(5) Providing written notification to the homemaker agencies regarding strengths, problems, violations, deficiencies or disallowed costs in the program and requiring action plans for corrections.

(6) Assuring the continuation of services if the Office of Elder Services determines that an Authorized Homemaker Agent's contract must be terminated.

(7) Administering the program directly in the absence of a suitable Authorized Homemaker Agent.

(8) Conducting a request for proposals for authorized homemaker agents at least every five years thereafter.

(9) At least annually, review randomly selected requests for waivers of consumer payment.

(10) Recouping Homemaker funds from the agencies when Office of Elder Services determines that funds have been used in a manner inconsistent with these rules or the Authorized Homemaker Agent's contract.

69.10 Consumer Payment

(A) **Consumer Payment**. Except if they have been granted a waiver, consumers will pay 20% of the cost of services.

(B) **Waiver of Consumer Payment** Consumers will be informed that they may apply for a waiver of all or part of the assessed payment when:

Monthly income of household members, as defined in Sections 69.01 (J) and 69.01 (K) is no more than 200% of the federal poverty level; and

(2) Allowable expenses, as defined in Section 69.01(I), plus the consumer payment would exceed the sum of monthly income. The agency may require the consumer and his/her spouse to produce documentation of income.

(3) Calculation of the waiver of the consumer payment will be completed by the authorized Homemaker Agent following the process described in Section 63.12

APPENDIX TO Sec 69 TASK TIME ALLOWANCES - Activities of Daily Living

Activity	Definitions	Time Estimates		Considerations
Bed Mobility	How person moves to and from lying position, turns side to side and positions body while in bed.	5 – 10 minutes		Positioning supports, cognition, pain, disability level.
Transfer	How person moves between surfaces – to/from: bed, chair, wheelchair, standing position (EXCLUDE to/from bath/toilet).	5 – 10 minutes **up to 15 minutes**		Use of slide board, gait belt, swivel aid, supervision needed, positioning after transfer, cognition. **Mechanical Lift transfer**
Locomotion	How person moves between locations in his/her room and other areas on same floor. If in wheelchair, self-sufficiency once in chair.	5 - 15 minutes (Document time and number of times done during POC)		Disability level, Type of aids used Cognition Pain
Dressing & Undressing	How person puts on, fastens and takes off all items of street clothing, including donning/removing prosthesis.	20 - 45 minutes		Supervision, disability, cognition, pain, type of clothing, type of prosthesis.
Eating	How person eats and drinks (regardless of skill)	5 minutes		Set up, cut food and place utensils.
		30 minutes		Individual is fed.
		30 minutes		Supervision of activity due to swallowing, chewing, cognition issues
Toilet Use	How person uses the toilet room (or commode, bedpan, urinal); transfers on/off toilet, cleanses, changes pad, manages ostomy or catheter and adjusts clothes.	5 -15 minutes/use		Bowel, bladder program Ostomy regimen Catheter regimen Cognition
Personal Hygiene	How person maintains personal hygiene. (EXCLUDE baths and showers)	Washing face, hands, perineum, combing hair, shaving and brushing teeth	20 min/day	Disability level, pain, cognition, adaptive equipment.
		Shampoo (only if done separately)	15 min up to 3 times/ week	
		Nail Care	20 min/week	
Walking	How person walks for exercise only **How person walks around own room** How person walks within home How person walks outside	Document time and number of times in POC, and level of assist is needed.		Disability Cognition Pain Mode of ambulation (cane) Prosthesis needed for walking
Bathing	How person takes full-body bath/shower, sponge bath (EXCLUDE washing of back, hair), and transfers in/out of tub/shower	15 - 30 minutes		If shower used and shampoo done then consider as part of activity. Cognition

APPENDIX TO Sec 69 TASK TIME ALLOWANCES - IADL = Instrumental Activities of Daily Living			
Activity	**Definitions**	**Time Estimates**	**Considerations**
Light meal, lunch & snacks	Preparation and clean up	5 – 20 minutes	Consumer participation; type of food preparation; number of meals in POC and preparation for more than one meal.
Main Meal Preparation	Preparation and clean up of main meal.	20 - 40 minutes	Is Meals on Wheels being used? Preparation time for more than one meal and consumer participation.
Light Housework/ Routine Housework	Dusting, picking up living space Kitchen housework- put the groceries away, general cleaning Making/changing beds Total floor care all rooms and bathrooms Garbage/trash disposal Non-routine tasks, outside chores, seasonal	30 min – 1.5 hr/week	Size of environment Consumer needs and participation. Others in household
Grocery Shopping	Preparation of list and purchasing of goods.	45 min - 2 hours/week	Other errands included: bills, banking and pharmacy. Distance from home.
Laundry	Sort laundry, wash, dry, fold and put away.	**In-home** 30 minutes/load 2 loads/week	Other activities which can be done if laundry is done in the house or apartment.
		Out of home 2 hours/week	

John Elias Baldacci
Governor

Maine Department of Health and Human Services

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John R. Nicholas
Commissioner

Catherine Cobb
Acting Director

APPENDIX D

MED Form

The MED Assessment Form (also called MED Tool) can be located online at:
http://www.maine.gov/dhhs/beas/medxx_me.htm

APPENDIX E

Complaint Log Form

Insert Complaint Log Form here.